

SAN JOSE CONVENTION CENTER
CENTRAL UTILITY PLANT PROJECT

SECTION 00300

FULL PROPOSAL FORM

PROPOSAL TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE

FOR THE

SAN JOSE CONVENTION CENTER CENTRAL UTILITY PLANT PROJECT

Name of Bidder: San Jose Construction

Bidder Registration Number: Bidder Registration #: 1014
(note –registration number to be obtained at mandatory pre-bid meeting.)

The representations herein are made under penalty of perjury.

To: The Redevelopment Agency of the City of San Jose
200 East Santa Clara Street, 14th Floor Tower
San Jose, California 95113

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the City of San Jose Director of Public Works on April 9, 2009, entitled "San Jose Convention Center Central Utility Plant (CUP) Expansion And Renovation" on file in the office of the Director of Project Management of the Redevelopment Agency of the City of San Jose, 200 East Santa Clara Street, 14th Floor Tower, San Jose, California 95113, that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Agency's Director of Project Management, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the Redevelopment Agency of the City of San Jose, in the form of the copy of the contract on file in the office of the Agency's Director of Project Management, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City and Agency as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications and Bid Documents, and to do all other things required of the Contractor by the contract.

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If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such corporation, the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state, for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business as (insert fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the Agency prior to opening bids or submitted with the bid; otherwise, the bid may, at the Agency's option, be disregarded as non-responsive.

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BASE BID AMOUNT

A. Total Base Bid

Lump sum price, including the allowances, for the furnishing of all labor, materials, services, equipment, fringe benefits, taxes, insurance, overhead and profit and any other costs or expenses necessary to perform:

1. All of the work, except for the sheeting, shoring and bracing work, or equivalent, if any, described in paragraph 2, the cost of the chillers described in paragraph 3, and those elements of the work which are the subject of the allowances described in paragraphs 4 and 5, below:

Seven Million Six Hundred Seventy Thousand DOLLARS
(\$ 7,670,000.00)

2. All necessary sheeting, shoring and bracing work, or equivalent, if any.

One Thousand Four Hundred DOLLARS
(\$ 1,400.00)

3. Cost of Trane centrifugal chillers, including ten (10) year manufacturer warranty (see Specification Section 236416 – Electric Centrifugal Refrigeration Machines, Part 2 – Products, Trane Centrifugal Chiller):

~~\$ 9,827,000.00~~ DOLLARS
~~(\$ 9,827,000.00)~~ Nine Hundred Eighty-Two Thousand Seven Hundred DOLLARS

4. Allowance No. 1 - cost to supplement, as directed by the Agency, existing utilities (primarily power and telecommunications) to serve the on-site construction office, as described in Specification Section 015213:

TWENTY THOUSAND DOLLARS

(\$20,000.00) (note – this amount is set by Specification Section 015213, and is not subject to modification by bidders)

5. Allowance No. 2 - cost of ten (10) days of temporary shutdown, as described in Specification Section 011000, based upon Unit Price, below:

zero DOLLARS
(\$ 0) (note – to be calculated by bidders as the Unit Price, below, multiplied by ten)

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6. Total base bid (combine A.1, 2, 3, 4 and 5 above):

~~\$8,674,100.00~~ Eight Million Six Hundred Seventy Four Thousand One Hundred
(8,674,100.00) DOLLARS DOLLARS

B. The above base bid includes all addenda issued by the Agency, which include the following:

Number: 1, dated: 5/11/09
Number: 2, dated: 5/14/09
Number: 3, dated: 5/12/09
Number: 4, dated: 5/29/09
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____

If any addendum issued by the Agency is not noted above by the bidder, this bid proposal may be rejected.

UNIT PRICES

The following unit price includes costs as described in Specification Section 011000:

Description	Unit Price
Price per day of temporary shutdown	\$ <u>X</u>

BID ALTERNATES

The following prices shall determine the cost or credit resulting from inclusion or exclusion in the work and shall include all labor, materials, services, equipment, fringe benefits, taxes, insurance, permit costs, overhead, profit and other costs or expenses necessary to perform the required work. The Agency reserves the right to accept or reject any or all alternate bid items which it determines are in the best interest of the Project. The bidder is required to clearly define "ADD" or "DEDUCT" for each alternate bid item.

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Alternate No. 1 - Described in Specification Sections 012300 and 230514 –
Exclude factory wired and tested bypass for Variable Frequency Drives.

Sixteen Thousand DOLLARS
(\$ 16,000.00) - ADD or DEDUCT (circle one)

Alternate No. 2 – Described in Specification Sections 012300 and 235216 –
Provide Camus boilers in lieu of Aerco Boilers.

One Hundred Forty Thousand DOLLARS
(\$ 140,000.00) - ADD or DEDUCT (circle one)

Alternate No. 3 – Described in Specification Section 012300 – Reuse the existing
2000 kVA transformer in lieu of the new 2000 kVA transformer scope of work.

Fifty-Three Thousand DOLLARS
(\$ 53,000.00) - ADD or DEDUCT (circle one)

Alternate No. 4 – Specification Section 236416 – Electric Centrifugal
Refrigeration Machines, Part 2 – Products, Provide York centrifugal chillers,
including ten (10) year manufacturer warranty, in lieu of Trane.

One Hundred Thirty-Six Thousand DOLLARS
(\$ 136,000.00) - ADD or DEDUCT (circle one)

Alternate No. 5 – Specification Section 236416 – Electric Centrifugal
Refrigeration Machines, Part 2 – Products, Provide Carrier centrifugal chillers,
including ten (10) year manufacturer warranty, in lieu of Trane:

Ninety-Eight Thousand DOLLARS
(\$ 98,000.00) - ADD or DEDUCT (circle one)

AWARD OF CONTRACT

- A. Basis for Award: The lowest bid shall be determined on the basis of the total base bid alone or a combination of the total base bid and one or more alternate bid items as accepted by the Agency at the Agency's option. Per Public Contract Codes Section 20103.8(d) a "blind" selection of alternate bid items will be implemented. All bids must be submitted anonymously in sealed, pre-labeled bid envelopes: one shall contain an anonymous bid summary with the dollar amounts of the base bid and alternate bid items, the other shall be a complete bid proposal package. After the bid deadline has passed, the Agency shall open and publicly read aloud the anonymous summaries and shall determine which bidder is the low bidder. At such time as the Agency has completed its review of

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the bids, has selected alternate bid items and has determined which bidder has submitted the lowest bid based upon the total base bid and any combination of the bid alternate items as determined by the Agency, the complete bid proposal packages shall be opened and matched to the anonymous summaries. Agency reserves the right in its sole discretion to select any, all, or none of the alternate bid items at the time of award of the contract, even if those alternate bid items were not used in the analysis to determine the lowest bid.

Any bid that does not include prices for any alternate bid item may result in the bid being rejected as non-responsive.

B.

1. The award of the contract, if it is to be awarded, will be to the lowest responsive and responsible bidder. The award, if made, is expected to be made on or about June 16, 2009.
2. The Owner-Contractor Agreement shall be signed by the successful bidder and returned, together with the labor compliance documentation, contract bonds and insurance, within eight (8) calendar days, not including Sundays and legal holidays, after the bidder has received notice by certified mail with return receipt requested, or by hand delivery that the contract has been awarded. Any delay caused by the successful bidder in the delivery of the Owner-Contractor Agreement executed by the Contractor, labor compliance documentation, bonds and insurance within eight (8) calendar days shall not be cause for extension of the Completion Date.
3. Successful bidder shall file at least the minimum insurance requirements as outlined in Article 11 of the General Conditions.
4. If the successful bidder refuses or fails to execute the Owner-Contractor Agreement and provide the required labor compliance documentation, bonds and insurance policies and certificates, the Agency Board may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be forfeited to the Agency and the Agency Board may award the contract to the third lowest responsible bidder. On failure or refusal of the third lowest responsible bidder to whom any such contract is so awarded, to execute the same and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be likewise forfeited to the Agency. The Agency Board may at any time re-advertise for bids, or may provide that the work

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shall be done by the Agency's employees to the extent that such may be authorized by law.

5. If the successful bidder fails to execute the contract or fails to provide satisfactory evidence of compliance with Article 6 of the Instructions to Bidders within the time specified in the Invitation For Bids or in the specifications referred to therein, the amount of the security may be declared forfeited to the Agency and all bonds so forfeited may be prosecuted.
- C. It is understood that the Agency reserves the right to reject this bid but that it shall remain open and not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.
- D. If written acceptance is mailed or delivered to the undersigned before bid is withdrawn by written notification to Agency, undersigned will execute and deliver a contract to Agency in accordance with this bid as accepted.

TIME OF COMPLETION

- A. The Work under the Contract shall proceed pursuant to and in accordance with a written notice from Owner to Contractor to proceed ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about July 1, 2009. Contractor shall diligently commence performance of the Work on the date specified in the Notice to Proceed. Contractor shall complete performance of the entire Work (as defined in Article 8 of the General Conditions) on or before Four Hundred Twenty-Five (425) consecutive calendar days after the date of issuance of the Notice to Proceed ("Scheduled Completion Date").
- B.
 1. Contractor shall begin Work in accordance with the Notice to Proceed, and shall diligently prosecute the Contract to completion within the time limits specified.
 2. Should Contractor begin work in advance of receiving notice that Contract has been approved by the Agency, any work performed by Contractor in advance of date of approval shall be considered as having been done by Contractor at Contractor's own risk.

IDENTIFICATION

- A. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
- B. The names of all persons interested in the foregoing bid as principals are:

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John Di Manto, President

San Jose Construction, Inc. - California

Important Notice: If a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if an individual, give first and last names in full.

- C. **Contractor's License:** Contractor is licensed in accordance with an act for registration of contractors with the following Contractor's License number issued by the California Contractor's State License Board:

Class B License No. 420837
Expiration Date 3/31/10

- D. Signature of person(s) with legal authority to sign contracts:

John Di Manto, President

- E. Business Address:

1210 Coleman Avenue
Santa Clara, CA 95050

SUPPLEMENTS TO PROPOSAL FORM

In addition to all information required in the Instructions to Bidders, accompanying this Proposal Form are the following documents completely filled in by the bidder and hereby made a part hereof:

- A. Bidder's Bond or other Bid security (Section 00400).
- B. Statement of Qualifications and Experience of Bidder (Section 00410).
- C. List of Subcontractors (Section 00420).
- D. Affidavit of Financial Statement and Noncollusion (Section 00430).

In addition, Bidder has received the following, to be completed and returned with Contract following award:

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Contractor's Performance Bond (Section 00510)

Labor and Payment Material Bond (Section 00511)

Labor Compliance Documentation (Section 00512).

If this bid proposal shall be accepted and the undersigned shall fail to contract, and to give the labor compliance documentation, Contractor's Performance Bond and the Contractor's Labor and Material Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the Redevelopment Agency of the City of San Jose, the Agency may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Redevelopment Agency of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this bid are the following documents completely filled in by the bidder, or separately prepared or obtained by the bidder (as applicable), and the same are incorporated herein by reference;

1. A cashier's check or a certified check made payable to the Redevelopment Agency of the City of San Jose, or a bidder's bond executed by an admitted surety insurer naming the Agency as beneficiary, in an amount equal to at least ten percent (10%) of the total base bid.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor, and a brief description of the portion of work to be done by each subcontractor, together with the estimated dollar amount of said portion of the work, and.
3. A statement of qualifications and experience of bidder, including without limitation statements regarding experience modification rates and debarment.
4. Executed Affidavit of Financial Statement and Noncollusion

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5. Chiller performance ratings and data (per paragraph 7.3 of Instructions to Bidders, to be obtained from manufacturers).

The Agency may, at its option, request additional supplemental information after bid opening.

Bidder understands that the Redevelopment Agency of the City of San Jose reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

The undersigned declares under penalty of perjury that the information contained in this bid and all accompanying documents are true and correct.

Executed on JUNE 3, 2009

San Jose Construction, Inc.
Legal Company Name

Corporation
Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: John Di Manto
Title: John Di Manto, President

City Business License No.: 1192301210
Expiration Date: 5/15/10
State Contractor Lic. No.: 420837
Classification: 8
Expiration Date: 3/31/10
Federal I.D. No.: 94-2894683
Address: 1210 Coleman Avenue
Santa Clara, CA 95050
Telephone: (408) 980-8911

(Note: City Business License not required in order to submit proposal.)

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ACKNOWLEDGEMENT

State of California

County of Santa Clara

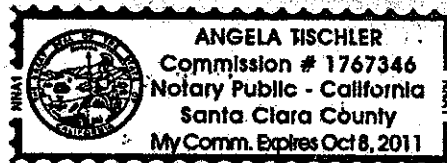
On June 3, 2009 before me, Angela Tischler, Notary Public
(insert name and title of officer)

Personally appeared John DiMante
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
Paragraph is true and correct.

WITNESS my hand and official seal

Signature Angela Tischler (Seal)



END OF SECTION 00300

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SECTION 00400

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, San Jose Construction Co., Inc.
as PRINCIPAL, and Arch Insurance Company
a corporation duly organized under the laws of the State of Missouri
and duly licensed to become sole surety on bonds required or
authorized by the State of California, as SURETY, are held and firmly bound unto the
Redevelopment Agency of the City of San Jose (hereinafter called the "Agency"), in the
penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the
Principal above named, submitted by the Principal to the Agency, for the work
described below; for the payment of which sum in lawful money of the United States,
well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents. In no case shall the liability
of the Surety hereunder exceed the sum of
ten percent of the bid amount----- Dollars (\$10%-----).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the
Redevelopment Agency of the City of San Jose, for certain construction specifically
described as follows, for which bids are to be opened at the Redevelopment Agency of
the City of San Jose, located at 200 East Santa Clara Street, 14th Floor Tower, San
Jose California, on ~~May 21~~, 2009 for the following project:
June 4

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NOW, THEREFORE, if the aforesaid Principal is awarded the contract and,
within the time and manner required under the specifications, after the prescribed forms
are presented to him for signature, enters into a written contract, in the prescribed
forms, in accordance with the bid, and files a Contractor's Performance Bond and a
Contractor's Labor and Material Payment Bond, and files the required insurance
policies with the Agency, all as required by the specifications and the contract or by
law, then the obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation
of said Surety and its bond shall be in no way impaired or affected by any extension of

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the time within which the Agency may accept such Bid; and said surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all costs incurred by the Agency in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this 19th day of May, 2009

PRINCIPAL

San Jose Construction Co., Inc.

Legal Company Name

By: John Di Manto

Signature

John Di Manto

Print Name

President

Title

By: _____

Signature

Print Name

Title

SURETY

Arch Insurance Company

Legal Company Name

By: Danijela L. Mosunic

Signature

Danijela L. Mosunic

Print Name

Attorney-in-Fact

Title

Address: _____

135 No. Los Robles Avenue, #825

Pasadena, CA 91101

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)

END OF SECTION 00400

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

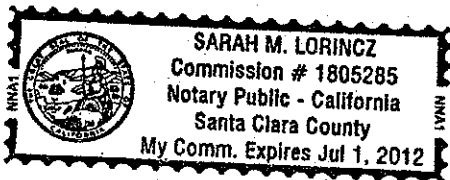
State of California

County of Santa Clara

On May 19, 2009 before me, Sarah M. Lorincz, Notary Public

personally appeared Danijela L. Mosunic

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On May 20, 2009 before me, Angela Tischler, Notary Public
(Here insert name and title of the officer)

personally appeared John DiMante

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

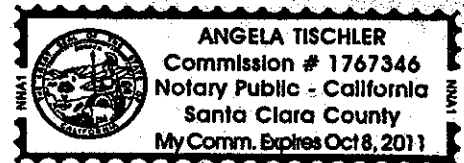
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Tischler

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Francis E. Cook, Charles M. Griswold, Ronald G. Speno and Danijela L. Mosunic of Cupertino, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

SAN JOSE CONVENTION CENTER
CENTRAL UTILITY PLANT PROJECT

SECTION 00410

STATEMENT OF QUALIFICATIONS AND EXPERIENCE OF BIDDER

The bidder is required to state below, and on additional pages as necessary, the bidder's experience on similar work performed with a list of references that will enable the Owner to judge bidder's qualifications, experience, skill. [Note – must also include information regarding: i) EMR (for bidder and mechanical subcontractor), and ii) debarment or termination "for cause", per Paragraph 2.3 of Instructions to Bidders.]

* See attached San Jose Construction Qualifications
and Experience

Date: June 3, 2009

San Jose Construction, Inc.
(Legal Company Name)

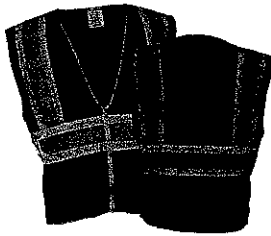
By: John Di Manto
(signature)

Printed Name: John Di Manto

Title: President

END OF SECTION 00410

Safety Program



Gil Contreras, Safety Superintendent / Quality Control Manager, and Erin Werthmann, Corporate Administrator, manage our safety program. The program's goal is to maximize risk control and minimize injuries and accidents. To meet our goal, SJC holds a monthly

Safety Meeting with all superintendents and bi-monthly job-site "tailgate" meetings. These meetings provide an opportunity to notify personnel of safety updates and to ensure safety is a top priority on all jobsites.

As of April 2009, SJC's Experience Modification Rate is 0.79 with an average rate of 0.85 over the last five years. We are proud of our rating and performance, which is considered exceptional amongst companies of our size.

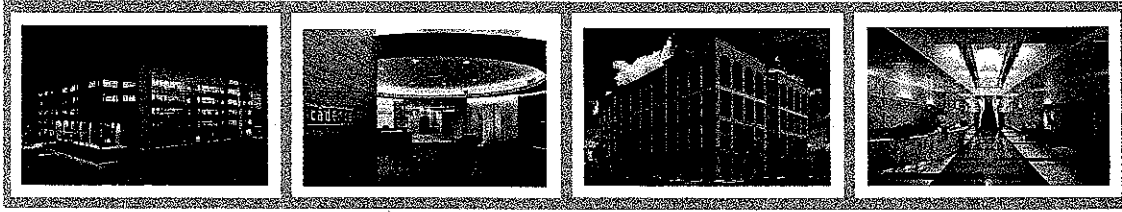
SJC has a full time specialist, Gil Contreras, who heads the Safety Training Program, monitors each project site, and regularly updates the Safety Manual. He also works with CAL OSHA, our insurance carrier and broker.

Safety is imperative on all SJC projects. The importance of safety is reiterated in training seminars, presentations, and hands-on job site instruction. SJC requires all subcontractors to fully comply with our site safety requirements and attend our safety training meetings. SJC is committed to a safe work environment and keeping our EMR at the lowest levels in the industry.

Experience Modification Rate

2009	.79
2008	.94
2007	.89
2006	.80
2005	.83
2004	.69
2003	.70
2002	.68
2001	.84
2000	.89
1999	.99
1998	.87
1997	.70
1996	.60
1995	.56
1994	.49
1993	.48
1992	.49
1991	.47
1990	.48

MAJOR PROJECTS



The following is a summary of recent multi-tasked and phased, design-build projects completed or ongoing with SJC.

Cadence Design Systems Campus, San Jose

Project Manager: Fran Conte
Architect: RMW Architects – San Francisco
Client Contact: Dave Tricaso – 408.428.5500

SJC completed (2) new buildings and (8) interior improvements for Cadence Design Systems. With the assistance of SJC, the improvements have produced a 20-30% improved occupancy load on the 12 acre campus in San Jose.

Cadence Building #10, a 5-story, 205,000 SF, Research and Development Center commenced June 2007 and was completed November 2008. The project incorporated a complete reconfiguration of the main parking and common areas of the campus, as well as a new entry and intersection at Montague Expressway. The project was valued at \$55 million.

SJC constructed a new, 84,000 SF, 2-story steel and tilt-up, Executive Briefing / Office Center with an athletic facility, built ground-up at a cost of \$9.6 million. Additional work included a 120,000 SF building acquired from IDT which required demolition of a wafer fab facility, complete cosmetic and structural upgrade of the shell, and new interiors.

Throughout the last 8 years, SJC has reached in excess of 1,000,000 SF and \$100 million at the Cadence campus. SJC continues work at various project at Cadence.

Oracle / PeopleSoft, Inc., Pleasanton

Project Manager: Fran Conte
Architect: RMW Architects – San Francisco
Client Contact: Marlene Smith – 925.694.8479

SJC completed the 5-story, 180,000 SF, steelframe, pre-cast panel and glass wall building along with the entire sitework package. The design-build, build-to-suit included full interior improvements as well. This building was constructed in the Hacienda Business Park prior to the Oracle / PeopleSoft, Inc. merger. After the completion of the building, SJC continued work with Oracle on a interior reconfiguration for the relocation of 4,500 personnel into the headquarters and surrounding buildings. The total project value was approximately \$42 million.

Juniper Campus, Sunnyvale

Project Manager: Fran Conte
Architect: RMW Architects – San Francisco
Client Contact: John Lucas, Director of Real Estate - 408.936.2478

In 2004, SJC began work with Juniper Networks at their Sunnyvale Mathilda Campus. Over the years, SJC has completed 33 projects in excess of \$45 million. Work includes a major reconfiguration of space to create a more efficient layout to accommodate a growing work force, new data centers, the installation of multiple engineering labs, and new office space to handle the overflow of personnel in surrounding buildings.

In December 2008, SJC commenced on the decommissioning, building, and site demolition, hazardous remediation, and off-site / on-site improvements for the future Juniper 50 AC Campus in Sunnyvale.

311 Second Street, Oakland

Project Manager: Kirk Reeves
Architect: KTG Y Group, Inc.
Client Contact: Ken Defiebre, Construction Manager, KSD Group – 925.827.0841 Ext. 23

An 8-story, 195,000 SF, poured-in-place concrete structure with 101 apartment units and two levels of covered parking located at Jack London Square, Oakland. The urban loft style living spaces have exposed concrete, electric car outlets in the garages, stainless steel appliances, and other high-end finishes completing the modern design. The 3rd floor resident courtyard is equipped with a fitness center, lounge, and yoga area with unique landscape details. The project commenced in October 2007 and is scheduled for completion in June 2009. The project is structured utilizing a negotiated, design-assist / design-build format with an extensive pre-construction planning process. The project is valued at \$30 million.

The Green on Park Place, Dublin

Project Manager: Mitch Sadler
Architect: BCV
Client Contact: Jerry Hunt, Blake Hunt Ventures – 925.314.2700

The Green on Park Place is a 305,000 SF, upscale Lifestyle Retail Center with retail, restaurant, and grocery uses. Phase 1 site work was completed in 2007, prior to an expansion and design change, Phase 2 site work commenced July 2008, and buildings are scheduled to commence Q1 of 2010. The project is structured utilizing a negotiated, design-assist / design-build format, with an extensive pre-construction planning process. The project is currently valued at \$67 million.

ValleyCare Medical Health Systems, Livermore

Project Manager: Roxanne Ducheney
Architect: V.C. Wong
Client Contact: Joe Callahan – 925.463.9205
Vern Brown, ValleyCare Medical Health Systems – 925.373.4014

The ValleyCare Medical Health Systems' project included the complete reconfiguration of the de-commissioned ValleyCare Hospital site. A 132,000 SF, 2-story, concrete tilt-up building, and a 2-story steelframe building were constructed. SJC provided project management and field supervision for various preconstruction tasks on site, and our project manager was instrumental in assisting the owner's team with approvals from the planning and building departments. Phase I included a 30,000 SF, surgery center / urgent care facility along with medical office space. Phase II, Lifestyles Center, was the construction of a cardiac rehabilitation and athletic club facility. Phase III consisted of the remodeling of the existing hospital into a medical office complex. Total value is \$38 million.

San Jose MarketCenter, San Jose

Project Manager: Fran Conte, Mitch Sadler, Mike Soik, & Sam Maliniak
Architect: Nadel Associates
Client Contact: Bob Manarino, Cousins Properties

A 339,000 SF, tilt-up, Power / Lifestyle Shopping Center with 16,000 SF of inline shops and 10 pad buildings ranging from 4,500 SF to 10,00 SF located in the greater downtown San Jose area. This 40 acre site was developed by Cousins Properties and anchored by Target (separate contract), Michaels, PetSmart, Cost Plus, Marshalls, and Office Depot. The original site was a railroad switching yard which required major clean-up and remediation. There were also challenging public works coordination of new intersections and street improvements. Work required extensive coordination with the Union Pacific Railroad, SJ International Airport, City of San Jose, and US Coast Guard. The combined on- and off-site shells and interiors are valued in excess of \$40 million.

Intuitive Surgical, Sunnyvale

Project Manager: Fran Conte & Mitch Sadler
Architect: Dennis Kobza Associates
Client Contact: Larry Nissen – 408.523.2218
Construction Manager: Phil Warnes, Sigmatech – 408-988-4345

Intuitive Surgical is a 150,000 SF, two-story, concrete tilt and steelframe building. It is an owner / user, build-to-suit for office, research, assembly, and test of robotic surgical devices. The project is structured utilizing a negotiated, design-assist / design-build format with an extensive pre-construction planning process. The project is valued at \$23 million.

General Dynamics, Santa Clara

Project Manager: Kirk Reeves
Architect: Perkins & Will – Washington D.C.
Arc-Tec – San Jose
Client Contact: Kevin Niedzielski, Facilities Manager – 650.966.3409

General Dynamics' Relocation Project was a design-assist project that included the demolition, seismic and structural upgrade, interior engineering office, and lab build-out of a 300,000 SF building. The building was converted to 100% S.C.I.F. as well. The project duration was 11-months at a value of \$25 million. In 2007, SJC completed an additional \$1.8 million of interior improvements in the building.

VeriSign Middlefield Campus, Mountain View

Project Manager: Fran Conte
Architect: RPA, AP+I, and Gensler
Client Contact: Eddie Dere – 650.426.4993

VeriSign purchased a 331,000 SF R&D campus of 5 buildings (former home of Netscape) from Sobrato Development. SJC demolished, reconfigured, and constructed new interiors on a phased basis over 18 months. Building 1 work included sitework, shell structural upgrade, and a data center. The project was completed on a design-build team basis with the MEP and FP subcontractors involved throughout the entire process. Work has continued on campus with employee and executive briefing centers, lobby and common area upgrades, and site and landscaping upgrades. To date, we have completed 20 projects at a value in excess of \$26 million.

A major reconfiguration of two campus buildings, an additional new building, and a complete reconfiguration of the site area are in the design phase. Phase 2 of this project will include a new parking structure. The value estimated is in excess of \$25 million.

Gilroy Crossings Shopping Center

Project Manager: Mitch Sadler, John Meyers, & Mike Soik
Architect: Leidenfrost / Horowitz Associates – Glendale
Client Contact: Peter Knoedler, Regency Centers – 925.279.1760

Gilroy Crossings is a 478,239 SF Big Box / Power shopping center situated on 46.8 acres located at US Highway 101 and Highway 152 in Gilroy, CA. The center is anchored by Target (123,709 SF), Kohl's Department Store (88,409 SF), and by (7) sub majors from 19,000 SF – 35,000 SF (Ross, Bed Bath & Beyond, Sportmart, Michaels, PetSmart, Barnes & Noble, and Pier 1). The center features other shops and pad buildings as well. The total value of the project was \$34.5 million, which does not include Target & Kohls (under separate contract).

Plaza San Jose Center, San Jose

Project Manager: Mitch Sadler
Architect: SGPA
Client Contact: Jerry Hunt, Blake Hunt Ventures – 925.314.2700

Plaza San Jose is a Community / Lifestyle Center joint venture with San Jose Redevelopment and Blake Hunt Ventures. The project is situated on 16.5 acres and includes 205,000 SF of space anchored by a 120,000 SF Target (separate contract). Other anchors include, Famsa Home Furnishings, Walgreens, Starbucks, and Wells Fargo Bank. The project was completed in 11 months which included extensive site and landscaped plaza areas. The combined site, shell, and interiors were valued at \$20.5 million.

Duane / Raymond Datacom Centers, Pelio & Associates, Santa Clara

Project Manager: Mitch Sadler
Architect: Dennis Kobza Associates
Client Contact: Les Pelio, Pelio & Associates – 408.379.4000

This 4-building project consists of a 21,000 SF building for Electric Lightwaves, a 55,000 SF building for Williams Communications, a 30,000 SF spec building leased to Qwest, and a 160,000 SF spec, 2-story, steel brace frame and concrete tilt-up building, leased to Sprint. SJC completed the interiors for Electric Lightwaves (under a separate contract), a partial TI for Williams Communications, the TI for Qwest (under a separate contract), and a major portion of the Sprint TI. The total for the 4-building, 266,000 SF campus is \$26.3 million. SJC also completed a phased interior for Sprint bringing our total volume at the Pelio Datacom Centers to \$41.3 million.

SJC References

Major Clients and Developers

MR. DAVE TRICASO

Cadence Design Systems, Inc.
2655 Seely Avenue
San Jose, CA 95134
408.944.7565

MR. JOHN LUCAS

Juniper Networks
1184 North Mathilda Avenue
Sunnyvale, CA 94089
408.936.2748

MR. JOHN BRUNO

Cargill/DMB Venture
1700 Seaport Boulevard, #200
Redwood City, CA 94063
650.298.0801

MR. JIM MORGENSEN

VeriSign
487 E. Middlefield Road
Mountain View, CA 94043
650.426.5561

MR. JOE CALLAHAN

Callahan Property Company
5674 Stoneridge Drive, Suite 212
Pleasanton, CA 94588-8536
925.463.9205

MR. LES PELIO

Les Pelio & Associates
14573 Big Basin Way
Saratoga, CA 95070
408.872.9500

MR. BILL HERINGTON

Safeway, Inc.
5918 Stoneridge
Pleasanton, CA 94588
925.467.3000

SAN JOSE CONVENTION CENTER
CENTRAL UTILITY PLANT PROJECT

SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK	ESTIMATED DOLLAR AMOUNT OF PORTION OF WORK
Yetter Steel	Wheatland, CA	Structural Steel	\$110,000.00
Pratt & Murrell	San Jose, CA	Mechanical	\$15,900,000.00
Vina	San Jose, CA	Electrical	\$900,000.00

SAN JOSE CONVENTION CENTER
CENTRAL UTILITY PLANT PROJECT

SECTION 00430

NONCOLLUSION AND FINANCIAL STATEMENT AFFIDAVIT

SAN JOSE CONVENTION CENTER CENTRAL UTILITY PLANT PROJECT

John Di Manto

print name

, being first duly sworn, deposes and says:

(1) The signatory is the President of San Jose Construction, Inc. ^{POOS & SNUB} the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and

(2) In accordance with Title 23, United States Code, Section 112, he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with this contract; and

(3) As of the date of the bid submittal, Bidder has not filed for bankruptcy and has no plans to do so, and Bidder has the financial resources, capacity and stability to completely perform the contract.

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**SAN JOSE CONVENTION CENTER
CENTRAL UTILITY PLANT PROJECT**

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution. The Agency reserves the right to investigate the statements made within this affidavit, including but not limited to, requiring a current financial statement.

Executed on June 3, 2009

San Jose Construction, Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By:

Title:

John Di Manto, President

City Business License No.: 1192301210

Expiration Date: 5/15/10

State Contractor Lic. No.: 420837

Classification: B

Expiration Date: 3/31/10

Federal I.D. No.: 94-2894683

Address: 1210 Coleman Avenue
Santa Clara, CA 95050

Telephone: (408) 986-8711

(Note: City Business License not required in
order to submit proposal.)

**SAN JOSE CONVENTION CENTER
CENTRAL UTILITY PLANT PROJECT**

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 200____,
by _____, proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

(Seal)

SIGNATURE OF NOTARY

see attached

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On June 3, 2009 before me, Angela Tischler, Notary Public
(Here insert name and title of the officer)

personally appeared John DiMante

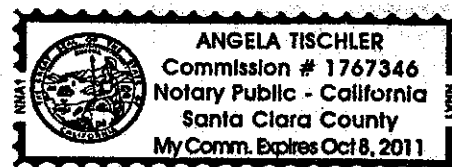
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Tischler
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Noncollusion and Financial
(Title or description of attached document)

Statement Affidavit
(Title or description of attached document continued)

Number of Pages 1 Document Date 6/3/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document